

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 16, 2003

Division: Community Services

Bulk Item: Yes X No

Department: Library Services

AGENDA ITEM WORDING:

Approval of revised Service Agreement between Monroe County and Florida International University and authorization for Mayor's signature.

ITEM BACKGROUND:

Monroe County has received grant funding from the Florida Department of State, Division of Library and Information Services, which specifies that monies will be provided to Florida International University for cataloging services. A Service Agreement was approved by BOCC 10/16/02. Revisions to Service Agreement are per County Attorney's Office, Clerk of the Courts and Risk Manager.

PREVIOUS RELEVANT BOCC ACTION:

Approval of grant application 02/13/02, approval of grant agreement 09/18/02, approval of service agreement 10/16/02. Approval of 1997, 1998, and 2000 LSTA grant applications, contract agreements and resolutions.

CONTRACT/AGREEMENT CHANGES:

- ¶1—"attached" changed to "incorporated herein by reference"
- ¶4—additional indemnification and hold harmless language
- ¶5—"three (3) years" changed to "five (5) years"
- ¶6—agreement termination language edited

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$32,000

BUDGETED: Yes X No

COST TO COUNTY: \$21,157 in-kind salary contribution

SOURCE OF FUNDS: ad valorem

REVENUE PRODUCING: Yes No X AMOUNT PER MONTH Year

APPROVED BY: County Atty SW OMB/Purchasing TL Risk Management

DIVISION DIRECTOR APPROVAL: James E. Malloch

James E. Malloch

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # C14

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: -- Florida International University
 Contract # FIU
 Effective Date: October 16, 2002
 Expiration Date: September 30, 2003

Contract Purpose/Description:
 Monroe County has received Library Service and Technology Act grant funding from the Florida Department of State, Division of Library and Information Services, which specifies that grant monies will be provided to FIU for cataloging services. FIU has hired, trained, and is supervising a cataloger to index the Library's digitized images according to national archival standards.

Contract Manager: Anne Layton Rice (Name) 3594 (Ext.) Library Services, Stop #6 (Department/Stop #)
 for BOCC meeting on April 16, 2003 Agenda Deadline: 04/02/03

CONTRACT COSTS

Total Dollar Value of Contract: \$32,000 Current Year Portion: \$32,000
 Budgeted? Yes ☒ No ☐ Account Codes: - - - - -
 Grant: \$53,992 - - - - -
 County Match: \$21,157 - - - - -
 Grant partners' match \$23,321 - - - - -

ADDITIONAL COSTS

Estimated Ongoing Costs: \$0 /yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	4/2/03	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	4/2/03
Risk Management	4/1/03	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	4/1/03
O.M.B./Purchasing	4/1/03	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	4/1/03
County Attorney	3/28/03	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	3/31/03

Comments: _____

Monroe County Public Libraries
Library Services and Technology Grant 2002-2003
Informational Overview

Grant funding is provided by congressional act to the Institute of Museum and Library Services. In Florida, these funds are distributed through competitive grant applications administered by the Department of State, Library Division. Special emphasis is placed on projects that utilize technology to bring information to people in innovative and effective ways, and to assure that library service is accessible to all. Monroe County has been awarded \$53,992 for our project, "Milemarkers: Linking Keys' History."

Grant applications require a $\frac{1}{3}$ local match. This amount is being satisfied by in-kind salary of library staff and by in-kind and cash contributions by grant partners, Historic Florida Keys Foundation (HFKF), Florida International University (FIU), and the Florida Center for Library Automation (FCLA), headquartered in Gainesville.

The action plan for the Monroe County Public Libraries' grant includes the following:

- Purchase of scanning equipment, including workstations and image-editing software.
- Collaborate with grant partner, HFKF for selection of photographs to be digitized.
- Library staff will scan selected photographs (approximately 800 images) according to national archival standards.
- Selection of web designer for interactive virtual Overseas Scenic Highway nostalgia road-trip. HFKF will host this site and provide text.
- Collaborate with grant partner, FIU to catalog and index the digitized images. Grant funding of \$32,000 has been awarded for FIU to hire and train cataloger according to national archival standards.
- Collaborate with grant partner, FCLA to load, store and navigate digital images using bibliographic search software. They will also provide long-term archival storage of images.

Below is a timeline of BOCC and State action regarding this grant:

- 02/13/02—BOCC approval to submit grant application.
- 03/15/02— Grant application submitted to State Library.
- 08/16/02—Official award notice and grant agreement received from State Library.
- 09/18/02—BOCC approval of grant agreement
- 10/01/02—Grant project commenced
- 10/16/02—BOCC approval of original Service Agreement

REVISED SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Monroe County, Florida, (hereinafter referred to as the "County") and The Florida International University Board of Trustees (hereinafter referred to as "FIU"); --

WHEREAS, the County entered into an agreement with FIU October 16, 2002; and

WHEREAS, it is necessary to revise certain record retention and insurance language;

NOW THEREFORE; in consideration of the mutual promises contained herein, the parties agree that the Service Agreement entered into October 16, 2002, shall be revised to read as follows:

1. County shall pay a sum not to exceed \$32,000.00 for cataloging services as described in the grant application "Milemarkers: Linking Keys' History" (incorporated herein by reference). Payment will be made only after FIU submits invoices and support documentation acceptable to the County's Finance Department.

2. FIU also understands that the grant process through which this funding was made available requires FIU to submit their payment requests as timely as possible and to finalize all such requests before the end of the grant period. FIU agrees to submit by September 20, 2003, all invoices and support documentation as required by the County's Finance Department rules and policies. FIU shall not be reimbursed nor will FIU's vendors be paid directly for any invoices received by the County after September 30, 2003.

3. FIU shall reimburse County for any audit exceptions identified by County should the records be audited through the availability and access described in paragraph 5.

4. To the extent and the limits set forth in §768.28, Florida Statutes, FIU covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the services provided, or other activities and funding associated with this agreement. The parties to this agreement stipulate that each is a state governmental agency as defined by Florida Statutes and represents to the other that it has purchased suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to any and all claims within the limitations of Florida Statute 768.28 and 440, arising out of the activities governed by this agreement. Each party shall be responsible for any acts of negligence on the part of its employees, agents, contractors, and subcontractors and shall defend, indemnify and hold the other party harmless from all claims arising out of such actions.

5. FIU shall maintain records pursuant to generally accepted accounting principles for five (5) years after the grant period and shall permit County and its agents and employees access to said records at reasonable times.

6. County may terminate this agreement, with or without cause, upon providing written notice to FIU at least seven (7) days prior to the effective date of the termination. No new tasks shall be commenced after receipt of notice of termination. County shall pay FIU for the work performed as of the time of termination.

7. FIU is an independent contractor and shall disclose any potential conflicts of interest as defined by Florida Statutes, Chapter 112 and Monroe County Code, Article XXI.

8. FIU warrants that he/she/it has not employed, retained or otherwise had act on his/her/its behalf any former County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this contract without liability and may also, at its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

9. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative, the _____ day of _____, 2003.

(SEAL)
Attest: Danny L. Kolhage, Clerk

Board of County Commissioners
of Monroe County

Deputy Clerk

Mayor

(SEAL)
Attest:

Florida International University

By: _____
Secretary

By: _____

OR _____
Witness

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY *[Signature]*
SUZANNE A. HUTTON
3/31/03